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APR 05 2021

STATE OF OHIO  
OFFICE OF THE ATTORNEY GENERAL  
CONSUMER PROTECTION SECTION

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

STATE OF OHIO )  
 )  
IN THE MATTER OF: ) DOCKET NO. 589772  
MATTHEW CLINE AND )  
SUCCESSINCLINE, LLC )

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (hereafter "Assurance") is entered into this March  
day of 25<sup>th</sup>, 2021 by Matthew Cline and successincline, LLC  
("Suppliers") and Dave Yost, Attorney General of the State of Ohio ("Attorney General"). For  
purposes of this Assurance, "Suppliers" means Matthew Cline, personally and individually, and  
successincline, LLC, their managers, successors, or assigns and all persons acting in concert or  
participation with them, directly or indirectly, through any corporate device, partnership,  
association or affiliation.

WHEREAS, the Attorney General, having reasonable cause to believe that Suppliers have  
engaged in acts and practices which violate the Consumer Sales Practices Act ("CSPA"), R.C.  
1345.01 et seq., has investigated Suppliers pursuant to the authority granted him pursuant to R.C.  
1345.06, and;

WHEREAS, the Attorney General may, pursuant to R.C. 1345.06(F) enter into and accept  
an Assurance of Voluntary Compliance, and;

WHEREAS, this is an Assurance in writing by Suppliers of their intent to conduct their  
business in a manner designed to comply with all provisions of the CSPA, R.C. 1345.01, et seq.  
and its Substantive Rules, O.A.C. 109:4-3-01 et seq.; and

**WHEREAS**, Suppliers, desiring to comply with all aspects of the CSPA, hereby voluntarily enter into this Assurance with the Attorney General.

**NOW THEREFORE**, in consideration of the mutual promises and conditions set forth herein, the parties hereto **AGREE** as follows:

- (1) The "Effective Date" shall mean the date that is indicated on the first page of this Assurance.
- (2) By accepting this written Assurance, the Attorney General agrees to terminate the current investigation by his Consumer Protection Section of Matthew Cline and successincline, LLC's business practices and actions occurring on or before the Effective Date of this Assurance.
- (3) By giving this written Assurance, Suppliers agree to comply with all the terms of this Assurance and to conduct their business in compliance with all applicable Ohio laws, including without limitation, the CSPA and its substantive rules.

**BACKGROUND AND STATEMENT OF FACTS**

- (4) Matthew Cline is an online seller of hand sanitizer, masks, and other products who resides at 607 Patterson Street, Fairborn, OH 45324.
- (5) At all times relevant to this Assurance, Matthew Cline owned and operated successincline, LLC.
- (6) Matthew Cline and successincline, LLC are "suppliers" as that term is defined in R.C. 1345.01(C) as they have been, at all times relevant herein, engaged in the business of effecting consumer transactions by selling sports apparel and accessories, hand sanitizer and mask products to individuals in the State of Ohio for purposes that were

primarily personal, family or household within the meaning specified in R.C. 1345.01(A).

- (7) Suppliers operate an online business in which they usually acquire a variety of sports products and resell those products to the general public. Early in 2020, Suppliers acquired a variety of products, including hand sanitizer and masks, and resold those products to the general public via the online platform Amazon.
- (8) Early in 2020, COVID-19, a highly communicable and dangerous contagion, arrived in the United States and began to spread.
- (9) In the face of these developments and developments on a national level, Ohioans and people across the nation became increasingly frightened.
- (10) This fear prompted many citizens to bolster their personal supplies of products they believed might be needed and/or in short supply if the crisis continued to worsen. Those products included disinfecting wipes, hand sanitizers, respirator masks, and even toilet paper.
- (11) In February, hand sanitizer and mask products could still be purchased from retailers such as Lowe's and Office Depot with no significant change in price over the previous month.
- (12) Suppliers regularly purchased large amounts of these products from retailers such as Lowes and Home Depot with the intention to resell them online via Amazon.
- (13) In the aggregate, mass purchases of these items by Suppliers and others who sought to resell necessary pandemic-related products led to a shortage of the products, driving up demand.

- (14) Suppliers increased the prices of the hoarded hand sanitizer and masks over pre-emergency retail market prices by an average of 470%.
- (15) For example, in January of 2020, before COVID-19 had created a national health crisis, the average sales price of a 32-ounce bottle of Highmark Advanced Hand Sanitizer sold on Amazon for an average of \$12.99 per package. Suppliers sold this item for \$75.24 in February and March.
- (16) In total, Suppliers made \$3,329.35 more by selling hand sanitizer and masks at inflated prices than they would have by selling at the average price for each product prior to the health crisis.
- (17) Suppliers committed unfair, deceptive, and unconscionable acts and practices in violation of R.C. 1345.02 and R.C. 1345.03 by offering hand sanitizer and masks for sale at substantially increased prices in light of a national health crisis.
- (18) Suppliers committed unconscionable acts and practices in violation of R.C. 1345.03(A), as set forth in 1345.03(B)(5), by requiring consumers to enter into transactions that Suppliers knew were substantially one-sided in favor of Suppliers.

#### **COMPLIANCE PROVISIONS**

- (19) Suppliers shall not violate the CSPA, R.C. 1345.01, *et seq.*, and specifically shall not engage in unfair, deceptive or unconscionable acts or practices under R.C. 1345.02 and R.C. 1345.03, by inflating the price of goods during times of widespread fear and panic.

#### **GENERAL PROVISIONS**

- (20) By accepting this written Assurance, the Attorney General agrees to terminate his current investigation into Suppliers' business practices occurring prior to the date of

this Assurance, relative to Suppliers' practices of inflating the sales price of goods during a national health crisis as set forth in paragraphs (4) through (16) above.

- (21) Suppliers understand and agree that this Assurance applies to any related owners, principals, officers, directors, agents, representatives, salespersons, employees, instructors, independent contractors, successors and assigns.
- (22) This Assurance shall be governed by laws of the State of Ohio.
- (23) This Assurance is entered into by Matthew Cline and successincine, LLC of their own free and voluntary act, upon advice of counsel and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Assurance.
- (24) This Assurance does not constitute an approval by the Attorney General of any of Suppliers' business practices, and Suppliers shall not represent directly or indirectly, or in any way whatsoever, that the Attorney General has sanctioned, condoned or approved any part or aspect of their business practices.
- (25) This Assurance sets forth the entire agreement between the Attorney General and Suppliers and supersedes any and all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel regarding the subject matter hereof. This Assurance may be amended by written agreement of the Parties, subject to any further requirements under state law.
- (26) The Parties hereto acknowledge that no other promises, representations, or agreements of any nature have been made or entered into by the Parties. The Parties further acknowledge that this Assurance constitutes a single and entire agreement that is not severable or divisible, except that if any provision herein is found to be legally

(31) As part of the consideration for the termination of this investigation, Suppliers shall pay One Thousand, Five Hundred Dollars (\$1,500.00) to the Attorney General as reimbursement for investigative and administrative costs associated with this matter.

### **PAYMENT TO THE STATE AND RESTITUTION**

- a. With respect to the transactions which are the subject of this enforcement action if the terms of the Assurance are not fully obeyed, or,
- b. With respect to transactions or occurrences which are not the subject of this Assurance.

General:

(30) Nothing in this Assurance shall in any way preclude any investigative or enforcement action(s) against Suppliers under any legal authority granted to the Ohio Attorney General.

(29) This Assurance shall in no way exempt Suppliers from any other obligation imposed by law, and nothing contained herein shall relieve them of any legal responsibility for any acts or practices they engaged in other than those specifically addressed by this Assurance.

File pursuant to R.C. 1345.05(A)(3).

(28) This Assurance constitutes a public record and shall be placed in the Public Inspection this Assurance.

(27) Matthew Cline and successincilne, LLC shall negotiate in good faith, through the Office of the Attorney General, any consumer complaints filed with this Office regarding Suppliers' conduct occurring prior to or after the Effective Date of this Assurance, brought by consumers known at the time or discovered after entering into effect.

insufficient or unenforceable, the remaining provisions shall continue in full force and

This payment shall be placed in the Ohio Attorney General's Consumer Protection Enforcement Fund, for use by the Attorney General as provided in R.C. 1345.51.

- (32) Payments in paragraph 31 shall be due upon the execution of this Assurance and shall be made by delivering a certified check or money order, made payable to the "Ohio Attorney General's Office," and containing the code "CPS" in the memo line," to:

**Financial Specialist  
Consumer Protection Section  
30 E. Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215**

**PENALTIES FOR FAILURE TO COMPLY**

- (33) The Attorney General may assert any claim that Suppliers have violated this Assurance in a separate civil action to enforce the terms of this Assurance against Suppliers and the Court shall apply applicable standards of law to determine damages for any subsequent violations which may include any and all remedies available to the Attorney General pursuant to R.C. 1345.07.

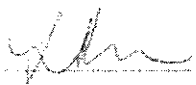
- (34) Pursuant to R.C. 1345.06(F), this Assurance is not, and shall not be construed as, evidence of any violation of the CSPA and its Substantive Rules, by Suppliers. Evidence of a violation of an Assurance of Voluntary Compliance, though, is prima-facie evidence of an act or practice in violation of the CSPA, R.C. 1345.01 *et seq.*, if presented after the violation in an action brought under the CSPA, R.C. 1345.01 *et seq.*

**WHEREFORE**, the Parties hereto affix their signatures in recognition and acceptance of the terms contained herein and warrant and represent that by affixing their signatures below they have the legal right to do so.

SIGNATURES

Accepted:

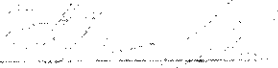
DAVE YOST  
OHIO ATTORNEY GENERAL

By: 

Date: 4/5/2021

Lisa M. Treleven (0086628)  
Assistant Attorney General  
411 Vine Street, 17<sup>th</sup> Floor  
Cincinnati, Ohio 45202  
Phone: (513) 852-1527  
[Lisa.Treleven@OhioAttorneyGeneral.gov](mailto:Lisa.Treleven@OhioAttorneyGeneral.gov)  
*Counsel for Plaintiff, State of Ohio*

Accepted:

By: 

Date: 4/5/2021

Matthew Cline  
607 Patterson St.  
Fairborn, OH 45324  
Accepted:

By: 

Date: 4/5/2021

Matthew Cline  
Owner, successincline, LLC  
607 Patterson St.  
Fairborn, OH 45324

Accepted:

By: 

Date: 4/5/2021

Mark Landers  
*Counsel for Suppliers*